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DIGEST OF RECENT DECISIONS OF THE UNITED STATES
CIRCUIT COURT OF APPEALS.*

(FOURTH CIRCUIT.)

RUFÉ V. COMMERCIAL BANK OF LYNCHBURG.—Decided at Richmond, February 6, 1900.—*Simonton*, Circuit Judge.

POWER OF ATTORNEY—*Effect as assignment—Revocability—Coupled with an interest—Case at bar.* A power of attorney, declared on its face to be irrevocable, constituting one an attorney of another, in fact and in law, to collect a certain judgment in the principal's favor and directing the attorney, after paying the law firm, of which he himself was a member, a fee in the case, to pay to a third person, a creditor of the principal, a certain sum, and containing a stipulation that the assignment is in no way to control or affect the said law firm's judgment in managing or compromising said case, operates as an assignment and constitutes the attorney a trustee for the purposes named. Such a power is coupled with an interest and irrevocable, and carries with it the judgment, the proceeds of the judgment and the debt which was the cause of action. The clause giving the principal's counsel full power of compromise does not nullify the preceding parts of the instrument. In the case at bar the judgment was set aside, and on a new trial a compromise verdict was reached; the principal's counsel asked the presiding judge to direct that the verdict be rendered for the use of *R.*, a creditor of principal, subject to a lien for counsel fees, counsel for the creditor mentioned in the power of attorney being present and objecting. Held, on appeal, that this did not affect the rights of the creditor mentioned in the power of attorney. The right to compromise the case is construed as not giving power to compromise by paying *R.* and disappointing the creditor mentioned in the power of attorney.

JUDGMENT—*Assignment of—Effect of subsequent reversal.* The assignment of a judgment carries with it the claim upon which the cause of action was based, together with all the beneficial interest of the assignor in the judgment and all its incidents. Such an assignment is not defeated by the subsequent reversal of the judgment, but attaches to another judgment afterwards obtained by the same plaintiff against the same defendant on the same cause of action.

HALSEY V. BIRD.—Decided at Richmond, February 6, 1900.—*Goff*, Circuit Judge. *Brawley*, District Judge, dissenting.

FACTORS—*Hypothecation of principal's goods—Conversion—Suit between factor and consignor.* A factor has no right to use his principal's goods as if they were his own, and he cannot alienate them in the adjustment of his personal debts unconnected with his advances and charges thereon. He exceeds his authority when he hypothecates or pledges them for advances he has made thereon, even when the consignor has drawn upon him in anticipation of a sale. If the factor pledges the goods *as his own*, this is conversion, and he renders himself liable for their value as of the date when the pledge is made. The factor may transfer *his lien on the goods exist-*

ing by reason of advances and charges, but this must be done under certain conditions and limitations, with express notice of the lien to the pledgee and with the right to retake them at any time he may desire to do so, or when he may be instructed to sell them.

FACTORS—*Lien for advances*—*Hypothecation of principal's goods*—*Measure of principal's recovery*. Although a factor have an interest in his principal's goods by reason of advances made thereon, a hypothecation of the goods for the securing of his individual debts amounts to a conversion and renders him liable for their value at the time of the conversion. In such cases, the factor's interest is a qualified one, consisting of a lien upon the goods for the amount of his advances; this lien he may transfer for purposes of his own, but any surplus that may remain of the proceeds after paying such lien is the property of the consignor. A hypothecation of anything more than the factor's interest amounts to a conversion for which the factor is liable.

WILLSON V. WINCHESTER & POTOMAC R. CO.—Decided at Richmond, February 6, 1900. *Waddill*, District Judge.

FEDERAL JURISDICTION—*Diverse citizenship*—*Removal of cause from State court*. Plaintiffs brought suit in State court against the W. & P. R. Co., and its lessee, the B. & O. R. Co. From an order removing the cause to the Federal court the plaintiffs appeal. *Held*: That it is unnecessary to determine whether or not the W. & P. R. Co. is a resident of the same State as plaintiffs; the fact that the B. & O. R. Co., the defendant against whom the relief is substantially asked, is a non-resident of that State makes the cause properly removable to the Federal court.

RAILROADS—*Agreements to maintain depots*—*Chancery jurisdiction*—*Specific performance*. The general principles governing agreements by railroad companies to establish and maintain depots at certain places considered. *Held* in this cause, which was a suit for specific performance of such an agreement or compensation for its breach, that equity cannot afford relief. Suit dismissed without prejudice to maintain appropriate action at law.

FEDERAL JURISDICTION—*Diverse citizenship*—*Corporations*. For the purposes of jurisdiction a corporation is a citizen of one State only, and State legislatures cannot pass acts to affect the jurisdiction of the Federal courts, whether so intended or not.

BRUNSWICK TERMINAL CO. V. NATIONAL BANK OF BALTIMORE.—Decided at Richmond, February 6, 1900. *Waddill*, District Judge.

CONFLICT OF LAWS—*Statute of limitations*—*Lex fori*—*Statutory liability with special period of limitation*. The remedies, as distinguished from the rights of parties, are determined by the laws of the forum, and the statutes of limitations are part of the remedy and not of the laws affecting rights; but where a statutory liability is sought to be enforced and the statute creating the liability prescribes the period of limitation, the general rule of adopting the statute of limitations of the forum is departed from and the limitation prescribed by the act fixing the liability is applicable.